

15. Replacement of Farrower. In the event that Farrower (or Farrower's replacement) is unable or unwilling to perform as contemplated hereunder, Cargill shall be entitled to provide Finisher with a replacement Farrower to supply Finisher's weaner pigs hereunder. If Cargill is unable to find an acceptable replacement Farrower, within one hundred and twenty (120) days, Finisher's sole remedy shall be that Finisher shall be relieved from purchasing weaner pigs hereunder.

16. Disclaimer of Warranty. Finisher understands and acknowledges that Cargill does not own any animals sold under the Pig.Net Alliance, nor does it control or operate any facilities that raise or breed animals bought or sold through the Pig.Net Alliance. Finisher is encouraged to conduct due diligence prior to entering into this Agreement, to determine the worthiness of Farrower prior to committing to a long term agreement to purchase weaner pigs from Farrower. Cargill does not and cannot warrant the worthiness of any Pig.Net Alliance member who may wish to participate in the Pig.Net Program. Finisher acknowledges that in entering into this Agreement, Finisher is not relying on any representation of Cargill or Cargill's employees or agents as to the worthiness of any Pig.Net Alliance member who may agree to sell weaner pigs to Finisher. Cargill cannot and does not warrant or guaranty the ability of other members of the Pig.Net Alliance to perform obligations required of Pig.Net Alliance members, nor can Cargill warrant the health or condition of any pigs sold through the Pig.Net Alliance. Finisher further understands and acknowledges that swine production is difficult, subject to many factors outside the control of the Finisher or Cargill, and that Cargill cannot and does not warrant or guarantee that Finisher's production or profits will be increased by participating in the Pig.Net Alliance.

17. Term. The term of this Agreement shall be three (3) years and nine (9) weeks, beginning on the effective date first above-written of, if no effective date is first above written, then the effective date shall be the first date Farrower ships weaner pigs to Pig.Net Alliance members. This Agreement shall be automatically extended for a term of two (2) additional years unless Cargill provides Finisher with at least ninety (90) days notice of intent to terminate. During the two (2) year additional term, Cargill shall have the right to terminate this Agreement by providing Finisher with at least ninety (90) days notice of intent to terminate.

18. Cargill's Right to Inspect Finisher's Facility and Records. Cargill shall have the right to inspect Finisher's facility and records, at reasonable times and upon reasonable notice.

19. Relationship of Parties. This is a service agreement. Cargill is not acting as Finisher's agent in connection with this Agreement or any ancillary agreements Finisher may sign in connection with the Pig.Net Alliance. Cargill and Finisher are each independent contractors and the parties acknowledge that